



ANNO TRICESIMO

# VICTORIÆ REGINÆ.

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## Cap. xxxix.

An Act to reconstitute the *Prescot* Gaslight Company, and to provide for more effectually lighting the Town of *Prescot* and its Neighbourhood with Gas; and for other Purposes.

[31st *May* 1867.]

**W**HEREAS in the Year One thousand eight hundred and thirty-six certain Persons, formed themselves into a Company under the Name of "the *Prescot* Gaslight Company," for lighting the Town of *Prescot* and the Neighbourhood thereof in the County of *Lancaster* with Gas (which Company is in this Act called "the old Company"): And whereas the Share Capital of the old Company consists of Four hundred Shares of Ten Pounds each, the whole of which has been subscribed for and paid up and expended: And whereas the old Company have expended in the Enlargement and Improvement of their present Gasworks the further Sum of One thousand Pounds and upwards, which they might have divided as Profits: And whereas the old Company have no Mortgage or Bond Debt: And whereas the old Company have for some Years past lighted and are now lighting the Town of *Prescot* and its Neighbourhood with Gas, to the great Advantage and Convenience of its Inhabitants: And whereas it is expedient that the old Company should be dissolved and re-incorporated, and that their Capital should be defined and increased, and that the other Powers herein-

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after contained should be conferred upon them: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "The Prescott Gas Act, 1867."

8 & 9 Vict.  
cc. 16. & 18.,  
10 & 11 Vict.  
c. 15.,  
23 & 24 Vict.  
c. 106., and  
26 & 27 Vict.  
c. 118. in-  
corporated.

2. The following Acts and Parts of Acts, except where expressly varied by this Act, are incorporated with and form Part of this Act; (that is to say,) "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847:" Provided always, that the Incorporation with this Act of "The Lands Clauses Consolidation Act, 1845," shall not authorize the Company to purchase or take any Lands otherwise than by Agreement.

Same Mean-  
ings to  
Words in  
this Act as  
in incor-  
porated  
Acts.

3. Except as in this Act otherwise provided, the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated with this Act or any of them shall in this Act have the Meanings so assigned to them respectively, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction.

Construction  
of Terms.

4. In construing this Act and the incorporated Acts and Parts of Acts respectively in connexion with this Act, the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the old Company" shall mean the Company or Co-partnership as constituted prior to the passing of this Act; the Expression "the Special Act" shall mean this Act; the Expression "the Works," or "the Gasworks," or "the Undertaking," shall mean and include the Gasworks by this Act vested in or authorized to be made and maintained by the Company, or any Gasworks they may construct or acquire under the Powers of this Act; the Expression "the Limits of this Act" means and includes the Townships of *Prescot* and *Eccleston* in the Parish of *Prescot* and Parts of the Townships of *Whiston* and *Rainhill* in the same Parish as in this Act specified, and the Township of *Knowsley* in the Parish of *Huyton*; the Expression "the Promoters of the Undertaking" shall mean the Company; the Expression "the incorporated Acts" shall mean the Acts and Parts of Acts which are by this Act incorporated with this Act; the Expression "the Corporation" shall mean the Mayor,

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Aldermen, and Burgesses of the Borough of *Liverpool*; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

5. From and after the passing of this Act the old Company shall be dissolved and shall cease to exist, and the present Members of or Shareholders in that Company, and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the incorporated Acts authorized by and under the Name of "the *Prescott Gas Company*," and by that Name shall be a Body Corporate with perpetual Succession, and shall have a Common Seal, and shall and may sue and be sued and shall have Power to purchase and hold Lands for the Purposes of this Act, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Incorporation of Company.

6. Subject to the Provisions of this and the incorporated Acts, the Company may make and sell and supply Gas within the Limits of this Act, and may manufacture, sell, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters the Products of the Coal or other Materials, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, and may purchase and sell Lime and other Things used in or about the Manufacture of Gas, and may manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way used in the Manufacture of Gas, or connected with the Supply of Gas, to the Consumers thereof in such Manner as the Company may think proper.

General Powers of Company.

7. Subject to the Provisions of this Act, all Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the old Company, or any Person in trust for them or on their Behalf, or to which the old Company were in anywise entitled at Law or in Equity, and all Mains, Pipes, Plant, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Lamp Posts, Apparatus, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the old Company, and all Monies, Securities, Credits, Debts, Effects, and

Present Property vested in Company incorporated by this Act.

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and other Property whatsoever belonging to the old Company, or to any Trustees on their Behalf for the Purposes of that Company, shall be and the same are hereby vested in the Company to the same Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the old Company or any Trustees on their Behalf, and may according to the Provisions of this Act be held and enjoyed, sued for, and recovered by the Company as they may think fit.

Deed of Settlement as to any future Operation to be void.

8. Subject to the Provisions of this Act, the existing Deed of Settlement of the old Company, and any Deed of Covenant subsidiary thereto, as to any future or prospective Operation thereof respectively, shall from and after the passing of this Act be wholly void and of none effect, and the several Persons who shall have executed any such Deed, and their Heirs, Executors, and Administrators, shall from and after the passing of this Act stand and be by virtue thereof released and discharged from any future Obligations to observe, perform, abide by, fulfil, or conform to any such Deed, or the Covenants or Agreements therein respectively contained, or either of them respectively.

Saving previous Rights and Liabilities.

9. Notwithstanding the Incorporation of the Company, and the Avoidance of the said Deeds by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the old Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated, and the said Deeds had not been avoided by this Act; and such Incorporation and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated and the said Deeds were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the old Company and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

Contracts prior to the passing of this Act to be binding.

10. Except as by this Act otherwise specially provided, all Purchases, Conveyances, Grants, Assurances, Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the old Company, or any Trustees, Directors, or Persons acting on behalf of the old Company, or by or with any other Person to whose Rights and Liabilities they have succeeded as Assigns, and now in force, shall be as binding and of as full Force and Effect in every respect against or in favour of the Company, and may

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may be enforced as fully and effectually as if, instead of the old Company or the Trustees, Directors, or Persons acting on behalf of the old Company, the Company had been a Party thereto.

11. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the old Company, or any Member thereof, in relation to the Affairs of the old Company, or to which the old Company, or any Member thereof, in relation to such Affairs were Parties immediately before the passing of this Act; but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, or in favour of, or against the Company (as the Case may be), in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the old Company, or any Member thereof, if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the old Company.

Actions, &c.  
not to abate.

12. Every Trustee, Director, or other Person in whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects belonging to the old Company were vested immediately before the passing of this Act, and who (having been duly authorized so to do) has entered into any Contract or Engagement in respect of the same or otherwise on behalf of the old Company, shall be indemnified and saved harmless out of the Property of the Company from and against all Liability, Loss, Costs, Charges, and Expenses under or by reason of such Contract or Engagement.

Trustees of  
old Company  
to be in-  
demnified.

13. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all other respects be subject to and shall satisfy or discharge all Obligations and Liabilities to which the old Company immediately before the passing of this Act were or but for this Act would become subject, and shall bear and pay all the Expenses of and incident to the winding up of the Affairs of the old Company, and shall indemnify the Shareholders, Directors, Officers, and Servants of the old Company and their respective Representatives from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

Company to  
satisfy  
Liabilities  
of old  
Company.

14. All Gas Rates, Rents, Debts, and Sums of Money which immediately before the passing of this Act were due and payable or accruing to the old Company shall be payable to and may be collected and recovered by the Company in like Manner as the Gas Rates and Rents under this Act.

Gas Rates,  
&c. to be  
recovered.

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As to Payment of Debts owing before passing of this Act.

**15.** All Persons who immediately before the passing of this Act owed any Money to the old Company, or to any Person on their Behalf, shall pay the same with all Interest (if any) due or payable or accruing upon the same to the Company, and all Debts and Monies which immediately before the passing of this Act were due or owing or recoverable from the old Company, or for the Payment of which the old Company were or but for this Act would be liable, shall be paid with all Interest (if any) due or payable or accruing upon the same by or be recoverable from the Company.

Certificates, &c. to remain in force.

**16.** Notwithstanding the Avoidance of the said Deed of Settlement, all Certificates (until cancelled under the Powers of this Act), Sales, Transfers, and Dispositions made or executed under that Deed of or with respect to any Shares in the old Company shall remain in full Force and continue and be available in all respects as if that Deed had not been avoided.

Officers to continue until removed.

**17.** All Officers and Servants of the old Company who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries and Emoluments thereunto annexed, until they shall resign the same or be removed therefrom by the Company, and shall have the like Powers and Authorities for the Purposes of this Act and for carrying the same into execution, and shall be subject and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations in all respects whatsoever as if they had been appointed under this Act.

Company's Capital declared.

**18.** The Capital of the Company is Nine thousand Pounds, being the aggregate of the Sums following; (that is to say,)

(A.) The old Company's Capital of Five thousand Pounds (being the aggregate Amount of the Two Sums of Four thousand Pounds and One thousand Pounds before mentioned), in Four hundred Shares of Twelve Pounds Ten Shillings each, which Shares are herein-after called "the old Shares."

(B.) The Sum of Four thousand Pounds by this Act authorized to be raised by the Creation and Issue of Four hundred new Shares of Ten Pounds each.

Appropriation of existing Shares.

**19.** The old Shares shall remain and be vested in the several Persons who at the Time of the passing of this Act are the registered Proprietors of Shares in the old Company, upon the same Trusts and subject to the same Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances as immediately before the passing of

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of this Act affected the Shares held by them respectively, and so as to give effect to and not revoke any Testamentary Disposition of or affecting such Shares.

**20.** The Company may call in and cancel the existing Certificates of Shares, and issue in lieu thereof Certificates of Shares in the Company in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the Holders of such existing Certificates shall not be entitled to any Certificates of Proprietorship under this Act until they shall have delivered up to the Company, to be cancelled, the existing Certificates of Shares, or shall have proved to the reasonable Satisfaction of the Company the Loss or Destruction thereof.

Company may call in and cancel existing Share Certificates and issue new Certificates in lieu thereof.

**21.** In addition to the said Capital of Five thousand Pounds, the Company may from Time to Time raise by the Creation of Four hundred new Ordinary Shares or Preference Shares of Ten Pounds each, or (at the Option of the Company) partly by one and partly by the other of those Modes, such further Sum or Sums as they may think proper, not exceeding in the whole Four thousand Pounds.

Power to raise additional Capital by new Shares.

**22.** The Company shall not issue any new Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Shares not to issue until One Fifth paid up.

**23.** The Company shall not in any Year make out of their Profits any larger Dividend than is herein-after prescribed; (that is to say,) on the old Company's Capital of Five thousand Pounds, at the Rate of Nine Pounds for every One hundred Pounds thereof, and on the new Share Capital of Four thousand Pounds to be raised under the Powers of this Act, at the Rate of Seven Pounds for every Hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds for every Hundred Pounds actually paid of such Capital on Preference Shares.

Limit of Dividends on new Capital.

**24.** If any Money be payable by the Company to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Receipt of Guardians, &c. to be sufficient Discharge.

**25.** The Company may from Time to Time borrow on Mortgage any Sum or Sums of Money not exceeding in the whole the Sum of Two thousand Pounds, provided that the Company shall not borrow on Mortgage any Sum exceeding in the whole One thousand Pounds

Power to borrow on Mortgage.

until

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until Shares for the whole Capital of Four thousand Pounds by this Act authorized to be raised are issued and accepted, and One Half of that Capital is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of that Capital have been issued and accepted, and that One Half of that Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account of that Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued and taken *bonâ fide* and are held by the Persons to whom they were issued or their Assigns, and that such Persons or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

**26.** The Mortgagees of the Company may enforce the Payment of Arrears of Interest or Principal or Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal or of Principal and Interest the Amount owing to the Mortgagees by whom the Application for such Receiver shall be made shall not be less than Two hundred and fifty Pounds in the whole.

Power to create Debenture Stock.

**27.** The Company may create and issue Debenture Stock, and may assign to such Stock such Rate of Interest as they think fit, not exceeding Five Pounds *per Centum per Annum*.

Application of Monies.

**28.** All Monies raised under this Act by the Company, whether by Shares, Debenture Stock, or borrowing, shall be applied only to the Purposes by this Act authorized.

First and other Meetings.

**29.** The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Month of *June* in every Year.

Quorum of General Meetings.

**30.** The Quorum of General Meetings (whether ordinary or extraordinary) of the Company shall be Five Shareholders present personally or by proxy, holding in the aggregate not less than Five hundred Pounds in the Capital of the Company.

Scale of voting.

**31.** Every Shareholder in the Company shall have One Vote for every Ten Pounds paid up on the Share or Shares held by him in the Capital of the Company.

**32.** The



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- 32.** The Number of Directors shall be Seven, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Five. Number of Directors.
- 33.** The Qualification of a Director shall be the Possession in his own Right of not less than Five fully paid up Shares. Qualification of Directors.
- 34.** The Quorum of a Meeting of Directors shall be Three. Quorum.
- 35.** The Persons who at the Time of the passing of this Act are Directors of the old Company shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at each Ordinary Meeting to be held in every Year after the First Ordinary Meeting, the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act. First Directors.  
Election of Directors.
- 36.** The Limits of this Act for the Supply of Gas comprise and include : Limits of Act.  
 The Township of *Prescot* in the Parish of *Prescot* ;  
 The Township of *Eccleston* in the same Parish ;  
 So much of the Township of *Whiston* in the same Parish as lies Northward of the Northern Boundary of that Part of the Highway leading from the *Whiston* Potteries to the Village of *Whiston*, which lies between the said Potteries and the Point where that Highway crosses the *Liverpool and Manchester* Line of the *London and North-western* Railway near the *Engine* Inn, exclusive of any House or Building the principal Entrance to which is situate within Fifty Feet of the Northern Boundary of that Part of the said Highway ;  
 And also so much of the said Township of *Whiston* as lies Northward of the said *Liverpool and Manchester* Line of Railway between the Point above described and the Point where that Line of Railway crosses the Boundary between the said Township of *Whiston* and the Township of *Rainhill* in the said Parish of *Prescot* ;
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The Township of *Knowsley* in the Parish of *Huyton*, and so much of the Township of *Rainhill* as lies within the following Boundary Line; that is to say, a Line commencing at the Point where the *London and North-western Railway* intersects the Boundary Line of the Townships of *Whiston* and *Rainhill*, and passing thence along the said Railway in an Eastwardly Direction to the Point where that Railway is crossed by the public Footpath leading from *Stony Lane* to the *Liverpool, Prescott, Ashton, and Warrington Turnpike Road*, thence along and including that Footpath to that Turnpike Road, and thence across that Turnpike Road due North to the Boundary Line of the Townships of *Eccleston* and *Rainhill*, and thence in a North-westerly Direction along that Boundary to the Point where that Boundary joins the Boundary of the Townships of *Whiston* and *Rainhill*, and thence along the last-mentioned Boundary to the first-mentioned Point; all in the County of *Lancaster*.

Powers as to  
Maintenance  
of Gas-  
works, &c.

37. Subject to the Provisions of this Act, the Company may from Time to Time maintain and use, but not extend, their existing Gas-works, and may do all such Acts as they think proper for those Purposes, and for making and storing Gas at those Works, and for supplying Gas from those Works within the Limits of this Act, and they may make, store, and supply Gas accordingly, and they may manufacture and sell Coke and other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and they may make, let, and sell Meters, Fittings, Tubes, Pipes, and other Materials, Articles, and Things connected with the Use or Supply of Gas, or used in or about the Manufacture of Gas, as they from Time to Time think fit: Provided always, that no Lands shall be used by the Company for the Manufacture or Storage of Gas, excepting the Lands now vested in the Company and described in the Schedule to this Act: Provided also, that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance or to any other legal Proceeding to which they may be liable in consequence of the Manufacture or Sale of any Articles, Matters, and Things produceable from the residual Products arising from the Manufacture of Gas.

Power to  
lay Pipes  
against  
Buildings.

38. The Company, with the Consent of the Owner and Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may with the like Consent provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the like Consent, repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

39. The

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39. The Twenty-fifth Section of "The Gasworks Clauses Act, 1847," shall extend to and include any fouling of Water belonging to the Corporation by reason of the laying, maintaining, or continuing of any Main or Pipe other than a Main or Pipe laid in the same Position as and in substitution for any existing Main or Pipe belonging to the Company, notwithstanding such fouling may be in part occasioned by any Fracture or Defect in any Water Main or Pipe of the Corporation.

For Prevention of fouling of Water belonging to Corporation of Liverpool.

40. The Company shall not lay any Gas Main or Pipe (other than a Service Pipe) within Four Feet from any Water Main or Pipe (other than a Service Pipe) of the Corporation, without their Permission, except in case of Crossings, and except Mains or Pipes laid in the same Position as and in substitution for existing Mains or Pipes.

For Protection of Gas Pipes belonging to Corporation of Liverpool.

41. The Company shall not remove, displace, or in any way alter or interfere with any Water Main or Service or other Pipe belonging to the Corporation which is now laid, or with any Main or Pipe laid in the same Position as and in substitution for any existing Main or Pipe, without their Permission, and the Company shall not be entitled to any Compensation from the Corporation in consequence of any Injury to any Pipe or other Works of the Company by reason of the bursting, Fracture, Defect, or giving way of any Water Main or Pipe of the Corporation which is now laid, or with any Main or Pipe laid in the same Position as and in substitution for any existing Main or Pipe, unless the same shall happen through the wilful Neglect or Default of the Corporation.

For Protection of Water Pipes belonging to Corporation of Liverpool.

42. Save as therein expressly declared, the Provisions contained in the Three preceding Sections shall not be deemed to qualify or affect the Twenty-fifth Section of "The Gasworks Clauses Act, 1847," and the Corporation shall have such and the same Rights under that Section as if such Provisions had not been passed.

Saving Sect. 25 of 10 & 11 Vict. c. 15.

43. Any Works to be constructed in carrying into execution the Purposes of this Act, in any way affecting any Railway of the *London and North-western* Railway Company, or any of the Bridges or Works thereof, or any Lands or Property belonging to that Company, shall be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of that Company, and according to Plans to be reasonably approved by him; but in all Things at the Expense of the Company, and so as to cause no Injury to or Interference with any such Railway, Bridges, Works, Lands, or Property, or the Passage or Conduct of Traffic over any such Railway, or at any Station thereof; and if any such Injury or Interference shall arise to such Railway, Bridges, Works, Lands, or Property, the

As to Works affecting the London and North-western Railway Company.

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the Company shall make full Compensation to that Company in respect of such Injury or Interference.

Power to contract with public Bodies.

44. The Company may from Time to Time enter into and carry into effect all such Contracts with Local Boards, Commissioners, Companies, Lighting Inspectors, and other public Bodies, Trustees, and Persons with respect to the Supply of Gas, Gas Fittings, or Meters by the Company, on such Terms and Conditions as they think fit.

Consumers may be required to consume by Meter.

45. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and all such Meters shall be subject to and in accordance with the Provisions of the Act for regulating Measures used in Sales of Gas passed in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty; but until a Meter be examined and stamped under the Provisions of the said Act, it shall be and continue to be approved by the Company, and may from Time to Time be examined and tested by them, and any Meter may be provided, sold, or let to Hire by the Company to the Consumer, and unless with the Consent of the Company every Meter shall be fixed, and the Connexion between every Meter or between any Lamp or other Light supplied with Gas by Contract and the Mains of the Company shall be effected, by the Workmen or Officers of the Company or under the Superintendence of their Engineer; and unless with the Consent of the Company no Meter or any Pipe connecting any Meter or Lamp as aforesaid with the Mains of the Company shall be renewed, altered, or in any Manner interfered with, except by the Workmen or Officers of the Company, or under the Superintendence of their Engineer.

Fraudulently injuring Meters, &c.

46. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Company, or shall fraudulently alter the Index to any Meter, or fraudulently alter any Part of such Meter, or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, shall (without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender) for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds; and the Company may in addition thereto recover the Amount of any Damages by them sustained, and the Company may also discontinue the Supply of Gas to the Person so offending until the Injury be remedied, and notwithstanding any Contract previously existing, and the Existence of artificial Means for causing such Alteration or Prevention when such Meter shall be under

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under the Custody or Control of the Consumer, shall be *prima facie* Evidence that the same has been wilfully, fraudulently, and knowingly caused by the Consumer using such Meter.

47. In all Cases in which the Company are by "The Gasworks Clauses Act, 1847," authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then if such House, Building, or Premises be unoccupied, the Company, their Agents, Servants, or Workmen, after giving Forty-eight Hours previous Notice to the Owner by serving the Notice on him, or by Letter under the Hand of the Secretary of the Company sent by Post addressed to such Owner, or if the Owner or his Address be not known to the Company after due Inquiry, by affixing such Notice for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such House, Building, or Premises between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipe, Meter, or Fittings, or other Works, the Property of the Company, making Compensation to such Owner for the Damage (if any) which may be occasioned to him thereby.

Company may remove Pipes from unoccupied Premises on giving Notice to Owners.

48. In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Incoming Tenant not liable for Arrears of Gas Rate.

49. The Price to be charged by the Company for Gas supplied by them by Meter shall not at any Time exceed the Rate of Five Shillings and Tenpence for One thousand Cubic Feet.

Limiting the Price of Gas.

50. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner, having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fifteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

Quality of Company's Gas.

51. The Company shall within Twelve Months from the passing of this Act cause to be erected in some Part of their Works fit for testing all the Gas provided by the Company an experimental Meter furnished with an Argand Burner having Fifteen Holes and a Seven-inch Chimney or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated and arranged as to test the illuminating Power of all the Gas supplied to the Consumers, and the Company shall at

Experimental Meter.

[Local.]

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all Times keep and maintain the experimental Meter and Apparatus in good Repair and Working Order, and if and when necessary renew the same.

Power to  
test the  
illuminating  
Power of  
the Gas.

52. It shall be lawful for Two Justices of the Peace from Time to Time by Order in Writing, on the Requisition in Writing of any Five or more Persons being Consumers of the Gas of the Company, to appoint some competent Person, not being an Officer or Servant of the Company, to test the illuminating Power of the Gas, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager or other Officer of the Company make experiment of the illuminating Power of the Gas by means of such experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment, and if it shall be proved to the Satisfaction of any Two Justices not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine.

Costs of  
Experiment  
to be paid  
according  
to Event.

53. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by those Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company; but in the event of no such Penalty being imposed on the Company, then those Costs shall be ascertained by the Justices, and shall be paid by the Persons signing the Requisition.

Penalties not  
cumulative.

54. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Sums un-  
disputed may  
be recovered  
by Distress.

55. All Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act or any Acts incorporated herewith directed to be paid, and the Amount of which shall not be *bond fide* disputed, may (the Party in default being first duly summoned) be levied by Distress, and any Justice on Application may issue his Warrant accordingly.

56. Any

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- 56.** Any One Summons or Warrant issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums. Contents of Warrant.
- 57.** Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person liable to pay such Money, and such Costs shall be ascertained by the Justices and shall be included in the Warrant of Distress for the Recovery of such Money. Warrant shall include Costs.
- 58.** Whenever any Person neglects to pay any Rate or Sum due to the Company, the Company may recover the same in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rate or Sum. Recovery of Sums due to Company.
- 59.** No Justice or Judge of the County Court or Quarter Sessions shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act. Liability to Gas Rate not to disqualify Justices.
- 60.** In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, Fittings, or other Matters or Things supplied, sold, delivered, or let to Hire by the Company, together with the Expense of cutting off the Service Pipe or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds. Rent for Gas and Fittings under 20l.
- 61.** All Costs, Charges, and Expenses of applying for and obtaining this Act, or incident thereto, shall be paid by the Company. Expenses of Act.

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SCHEDULE to which the foregoing Act refers.

Certain Land of the Area of Two thousand Square Yards or thereabouts now in the Occupation of the Company, and situate on Hackley Moss within Ecclestone, in the Parish of Prescott in the County of Lancaster, bounded on the North by Land belonging to the Earl of Derby, on the East and South by Lands belonging to the Trustees of the late William Pemberton, Esquire, and on the West by Land belonging to Thomas Spencer, Esquire.

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